

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition to Resolve a) DOCKET NO. 920659-EU
Territorial Dispute Between) ORDER NO. PSC-94-0799-AS-EU
Central Florida Electric) ISSUED: June 28, 1994
Cooperative Inc. and Florida)
Power Corporation.)
_____)

The following Commissioners participated in the disposition of this matter:

SUSAN F. CLARK
JULIA L. JOHNSON
DIANE K. KIESLING

NOTICE OF PROPOSED AGENCY ACTION

ORDER GRANTING JOINT PETITION FOR TERRITORIAL AGREEMENT

BY THE COMMISSION:

NOTICE IS HEREBY GIVEN by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

On June 29, 1992, Central Florida Electric Cooperative, Inc. (CFEC) filed a Petition to Resolve a Territorial Dispute with Florida Power Corporation (FPC). The dispute arose when FPC constructed facilities to serve a new elementary school in Levy County. The petition alleged that CFEC had historically served the area and the school was wholly within CFEC's service area. The Commission granted the parties several suspensions of the case schedule to provide additional time to negotiate a resolution of their dispute; and on December 23, 1993, the parties filed a Joint Petition for Approval of a Territorial Agreement (see attached).

The proposed agreement establishes a territorial boundary in Levy, Citrus and Marion Counties to more accurately define the parties' respective service areas and to eliminate existing duplication of electric facilities. However, in the proposed agreement, the parties either inadvertently or incorrectly allocated to CFEC portions of Sumter's Commission approved service area. Our staff requested that CFEC and FPC rectify the

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misallocation either through omission of the territory or negotiation with Sumter. The parties have since initiated territorial agreement negotiations with Sumter.

At our May 3, 1994, Agenda Conference we reviewed the parties' revised maps and a revised territorial agreement. The agreement proposes to transfer the 488 customers listed on Exhibit "B" to the agreement between service areas at such time a "Change in Use", as defined in section 1.11, occurs. Upon a "Change in use" or customer request, the agreement proposes to transfer 433 residential and 30 commercial CFEC customers to FPC and 16 residential, 5 commercial and 4 inactive FPC customers to CFEC. Each of the customers to be transferred were contacted by letter for their response to the service transfer. The parties intend that all transfers of customers subject to this agreement including new and existing customers will be completed within five years of the date of commission approval. The parties agree to file annual reports regarding the status of Exhibit "B" customer transfers.

Section 2.2 of the agreement states that neither utility will knowingly serve or attempt to serve any new customer whose end-use facilities are located within the territorial area of the other utility, except in the case of exceptional circumstances, economic constraints, good engineering practices and upon written request. Staff recommends, that if interim service lasts or is expected to last for more than one year, then that service should be approved by the Commission. In addition, if either CFEC or FPC wishes to make a permanent boundary change, they must seek prior approval from the Commission.

Section 2.6 of the agreement provides a formula and method of payment that each respective party will make for compensation of lost revenues due to the transfer of customers and service facilities.

We approve the revised territorial agreement. Upon our approval, the agreement will remain in effect for a period of 20 years or until modified by the Commission, on the petition of either utility, or on its own motion. CFEC and FPC shall be required to seek approval of all instances where interim service lasts or is expected to last for more than one year.

Therefore we approve the Joint Petition for Approval of Territorial Agreement between Central Florida Electric Cooperative, Inc. and Florida Power Corporation in Levy, Citrus, and Marion counties. This agreement comports with the law and the public interest, and it furthers the Commission policy of avoiding unnecessary and uneconomic duplication of facilities.

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It is therefore,

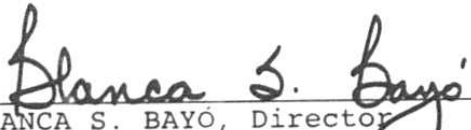
ORDERED by the Florida Public Service Commission that the amended territorial agreement, as described herein, entered into by Central Florida Electric Cooperative, Inc. and Florida Power Corporation is hereby approved. It is further

ORDERED if interim service lasts or is expected to last for more than one year, Central Florida Electric Cooperative, Inc. and Florida Power Corporation must notify and obtain approval from the Commission for the extended interim service. It is further

ORDERED that Central Florida Electric Cooperative, Inc. and Florida Power Corporation shall seek prior approval from the Commission before making a permanent boundary change. It is further

ORDERED that the provisions of this Order are proposed agency action and shall become final and effective and this docket shall be closed unless an appropriate petition, in the form provided by Rule 25,22.036, Florida Administrative Code, is received by the Division of Records and Reporting, 101 East Gaines Street, Tallahassee, Florida 32399-0870, by the close of business on the date indicated in the "Notice of Further Proceedings or Judicial Review" attached hereto.

By ORDER of the Florida Public Service Commission, this 28th day of June, 1994.



BLANCA S. BAYO, Director
Division of Records and Reporting

(S E A L)
CAS:MCB

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

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The action proposed herein is preliminary in nature and will not become effective or final, except as provided by Rule 25-22.029, Florida Administrative Code. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, as provided by Rule 25-22.029(4), Florida Administrative Code, in the form provided by Rule 25-22.036(7)(a) and (f), Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting at his office at 101 East Gaines Street, Tallahassee, Florida 32399-0870, by the close of business on July 19, 1994.

In the absence of such a petition, this order shall become effective on the day subsequent to the above date as provided by Rule 25-22.029(6), Florida Administrative Code.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

If this order becomes final and effective on the date described above, any party adversely affected may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or by the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days of the effective date of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to Resolve a Territorial) Docket No.: 930655-EU
 Dispute with City of Alachua by Clay)
 Electric Cooperative, Inc.)

AMENDMENT NUMBER ONE TO TERRITORIAL AGREEMENT BETWEEN
CLAY ELECTRIC COOPERATIVE, INC. AND THE CITY OF ALACHUA

Section 0.1 This is an Amendment to the Territorial Agreement between CLAY ELECTRIC COOPERATIVE, INC. (CEC) AND THE CITY OF ALACHUA (CITY) dated December 20, 1993.

Section 0.2 The map which is attached to the original agreement and labeled "Exhibit A" depicts the CEC service area as the geographic areas lying outside a line delineated by a dotted line, and the city territorial area has the geographic areas lying inside the dotted line.

Section 0.3 The parties have been advised by the Commission staff that several areas inside the dotted territorial boundary line overlap with areas allocated by prior Florida Public Service Commission approved agreements between other utilities. Although the parties do not intend on effecting the rights of other utilities not a party to this agreement (see section 2.5 of the original agreement), they desire to delete certain areas to avoid overlaps.

Section 0.4 The overlapping areas referred to in this Amendment are color coded in yellow on the attached revised Exhibit A.

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Section 0.5 The original Territorial Agreement, therefore is hereby amended to provide that the areas shaded in yellow on the revised Exhibit A are not intended to be allocated by the territorial agreement.

Section 0.6 As further assurances to the Commission and the City that this agreement is intended to end the possibility of future territorial disputes between the parties, CEC does hereby reaffirm its prior agreements with the City of Gainesville, (Gainesville Regional Utilities) and Florida Power Corporation that CEC will not serve or offer to serve any customer in the yellow shaded areas of revised Exhibit A, and that such reaffirmation extends to the City of Alachua as well.

IN WITNESS WHEREOF, this Agreement has been executed in triplicate by CEC in its name by its President, and its Corporate Seal hereto affixed by the Secretary of the Cooperative, and by the City of Alachua, by its Mayor and attested by its City Clerk, on the dates indicated next to their signatures.

CLAY ELECTRIC COOPERATIVE, INC.

ATTEST:

By: Ray Wingate
Its Secretary May 26, 1994

By: Floyd L. Duann May 26, 1994
Its President

CITY OF ALACHUA

ATTEST:

By: Shel 777 777 am
Its City Clerk

By: William B. Klatzsch
Its Mayor

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The foregoing first Amendment to the Territorial Agreement was approved by Order Number _____, dated _____ of the Florida Public Service Commission.

APPROVED as to form legality *Neil A. Trapp*
City Attorney

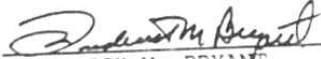
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original and 15 copies of the foregoing Amendment Number One to Territorial Agreement Between Clay Electric Cooperative, Inc., and the City of Alachua have been filed with the Division of Records and Reporting, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida 32399, and that a copy of the same has been furnished to the following by United States mail (* or hand delivery where indicated) on this 16th day of June, 1994.

Ms. Martha Carter Brown *
Florida Public Service
Commission
101 East Gaines Street
Tallahassee, Florida 32301

Neil A. Malphurs, Esquire
City Attorney
City of Alachua
Post Office Box 9
Alachua, Florida 32615-0009

John H. Haswell, Esquire
Chandler, Lang & Haswell, P.A.
211 N.E. First Street
Post Office Box 23879
Gainesville, Florida 32602
Attorneys for Clay Electric
Cooperative, Inc.


FREDERICK M. BRYANT
Florida Bar No. 0126370
Moore, Williams, Bryant,
Peebles and Gautier, P.A.
Post Office Box 1169
Tallahassee, Florida 32302
(904) 222-5510

ATTORNEYS FOR CITY OF ALACHUA

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TERRITORIAL AGREEMENT
BETWEEN
CENTRAL FLORIDA ELECTRIC COOPERATIVE, INC.
AND
FLORIDA POWER CORPORATION

DEC 20 1993, 1993

DRAFT #5

AGREEMENT

Section 0.1 THIS AGREEMENT, made and entered into this 20th day of December, 19 93, by and between CENTRAL FLORIDA ELECTRIC COOPERATIVE, INC., an electric cooperative organized and existing under the laws of the State of Florida (herein called "CFEC") and Florida Power Corporation, organized and existing under the laws of the State of Florida (herein called "FPC");

Section 0.2 WHEREAS, each of the Parties is authorized, empowered and obligated by its corporate charter and the laws of the State of Florida to furnish retail electric service to persons desiring to use such service within their respective areas of service; and

Section 0.3 WHEREAS, each of the Parties presently furnishes retail electric service to members and customers in Levy County, Citrus County, Marion County, and elsewhere in the State of Florida; and

Section 0.4 WHEREAS, the respective areas of service of the Parties hereto are contiguous in many places in Levy, Marion and Citrus Counties, with the result that in the future duplication of service facilities may occur unless such duplication is precluded by a Territorial Agreement; and

Section 0.5 WHEREAS, the Florida Public Service Commission (herein called the "Commission"), has previously recognized that any such duplication of service facilities may result in needless and wasteful expenditures, and may create hazardous situations; both being detrimental to the public interest; and

Section 0.6 WHEREAS, the Commission is empowered by Section 366.04(2)(d), Florida Statutes, to approve, monitor and enforce territorial agreements between electric utilities, and has recognized the wisdom of such agreements to avoid unnecessary and uneconomic duplication of electric facilities, and costly disputes over service areas, and that such agreements are in the public interest; and

Section 0.7 WHEREAS, the Parties hereto desire to avoid and eliminate the circumstances that may give rise to the aforesaid duplications, hazards, and costly expenditures, and to that end desire to establish territorial boundaries; and

Section 0.8 WHEREAS, in order to accomplish said area allocation the Parties have delineated boundary lines in portions of Levy, Marion and Citrus Counties, hereinafter referred to as "Boundary Lines", and said boundary lines define and delineate the retail service areas of the Parties in portions of Levy, Marion and Citrus Counties;

Section 0.9 NOW, THEREFORE, in consideration of the premises aforesaid, and in consideration of the mutual covenants and agreements herein contained, which shall be construed as being interdependent, the Parties hereto, subject to and upon the terms and conditions herein set forth, do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Territorial Boundary Lines - As used herein, the term "Territorial Boundary Lines" shall mean boundary lines which delineate the geographic areas on the maps attached hereto as Exhibit "A" which is a composite exhibit, and which differentiate and distinguish the CFEC Territorial Area from the FPC Territorial Area.

Section 1.2 CFEC Territorial Areas - As used herein, the "CFEC" Territorial Areas shall mean the geographic areas shown as Exhibit "A" and labeled "CFEC". The CFEC areas are the unshaded areas of the Levy County maps, and the shaded area of the Marion County map. CFEC will have no service area in Citrus County.

Section 1.3 FPC Territorial Areas - As used herein, the term "FPC" Territorial Areas shall mean the geographic areas shown on Composite Exhibit "A" and labeled "FPC". The FPC areas are the

shaded areas of the Levy County maps, and the unshaded areas of the Marion and Citrus County maps.

Section 1.4 Distribution Lines - As used herein, the term "Distribution Lines" shall mean all lines for the flow of electric energy of either Party having a rating up to but not including 69 kv.

Section 1.5 Express Distribution Feeders - As used herein, the "Express Distribution Feeder" shall mean a three phase line, at distribution voltage, that transports power through the other Party's Territorial Area but serves no retail load within such Territorial Area.

Section 1.6 Transmission Lines - As used herein, the term "Transmission Lines" shall mean all lines for the flow of electric energy of either Party having a rating of 69 kv or higher.

Section 1.7 Customers - As used herein, the term "Customer" shall mean a customer or consumer of either Party.

Section 1.8 New Customers - As used herein, the term "New Customers" shall mean all retail electric customers applying for service to either FPC or CFEC after the effective date of this Agreement.

Section 1.9 Existing Customers - As used herein, the term "Existing Customers" shall mean all retail electric customers receiving service on or before the effective date of this agreement from either Party.

Section 1.10 End Use Facilities - As used herein, the term "End Use Facilities" shall mean a geographic location where the electric energy used by a customer is ultimately consumed.

Section 1.11 Change in Use - As used in this Agreement, the term "Change in Use" shall mean: (1) change in the use of real property from residential to business or business to residential; (2) a change in the use of real property that would normally require a reclassification of service under the applicable tariff of either Party; (3) a change in the use of real property that results in the addition of three or more meters during the term of this Agreement; or (4) a change in the use of real property by reason of a change in the ownership or occupancy thereof to any Person other than a surviving or divorced spouse of an Existing Customer who received electric service at the same location.

ARTICLE II

AREA ALLOCATIONS AND NEW CUSTOMERS

Section 2.1 Territorial Allocations - Except as otherwise specifically provided herein, during the term of this Agreement,

CFEC shall have the exclusive authority to furnish retail electric service to End Use Facilities within the CFEC Territorial Area and FPC shall have the exclusive authority to furnish retail electric service to End Use Facilities within the FPC Territorial Area.

Section 2.2 Service to New Customers - The Parties agree that neither of them will knowingly serve or attempt to serve any New Customer whose End Use Facilities are located within the Territorial Area of the other Party, except as specifically provided in this Section of the Agreement.

The Parties recognize that exceptional circumstances, economic constraints, good engineering practices, and system planning may indicate that a customer should not be immediately served by the Party in whose territorial area the customer's End Use Facilities are located, until some time in the future. In such an event, a Party may, in its discretion, request the other Party to provide service to the New Customer on an interim basis. Such request shall be made in writing and the other Party shall promptly notify the requesting Party of its election, in its sole discretion, to either accept or to decline the request. If the request is accepted, the Party providing interim service shall be deemed to do so only on behalf of the requesting Party, who shall remain entitled to serve the New Customer to the same extent as if it had provided service in the first instance. At such time as the requesting Party elects to begin providing service directly to the New Customer, after reasonable written notice to the other Party,

such other Party shall cease providing interim service and the requesting Party shall, thereafter, furnish service to the New Customer, and shall pay the other Party the costs incurred by the other Party as provided in Section 2.6.

In the event that a New Customer or prospective New Customer requests or applies for service from either Party to be provided to End Use Facilities located in the Territorial Area of the other Party, the Party receiving such a request or application shall refer the New Customer or prospective New Customer to the other Party with citation to this Agreement as approved by the Commission, and shall notify the other Party of such request or application. Thereafter the Parties shall abide by the rights and obligations and Territorial Areas assigned to them under this Agreement, and no attempt, permanent or temporary shall be made to provide service to such customer, except in accordance with this Agreement, or until an order of the Commission is entered, after notice and hearing, that would change the rights and obligations of the Parties.

Section 2.3 Transition Period - Except for those customers of CFEC in Citrus County, in order to minimize inconvenience to their customers, each Party may continue to serve its respective Existing Customers listed on Exhibit "B" as provided in this Section of this Agreement, even though the location at which they are using electric service shall be located in the Territorial Area of the other Party effective upon the approval of this Agreement by the

Commission. Each of such Existing Customers and the Party by which they are presently served are listed on Exhibit "B" attached to and made a part of this Agreement. This Section of this Agreement shall also apply to additional requirements for electric service by Existing Customers listed on Exhibit "B" at their existing locations, subject to the "Change in Use" limitations. Existing Customers listed on Exhibit "B" may request to become customers of the other Party at any time after approval of this agreement by the Commission. Either Party may, from time to time, advise the Customers on Exhibit B of their option to request a transfer to the appropriate utility, and request their current preference in that regard. The Party to whom the Customers will ultimately be transferred may also make inquiries to determine if there has been a Change In Use. In addition, Existing Customers listed on Exhibit "B" shall be transferred to the other Party (in whose territory they lie) whenever there is a "Change in Use." In either event, the Parties agree that such customer shall be transferred as soon as is reasonably practicable, taking into account economics, good engineering practices, and the efficient operation of the affected utility. The Change in Use provisions of this agreement shall not, however, be deemed a limitation on either Parties' right to assume the service obligations to the Existing Customers shown on Exhibit "B" at any time after this agreement is approved by the Commission, whether or not there has been a Change in Use. CFEC's customers in Citrus County shall be transferred to FPC as soon as practicable in accordance with Section 2.6, without any transition period, and

without regard to the foregoing Change In Use provisions. The transition period shall not exceed five years as provided in Section 2.7.

Section 2.4 Bulk Power for Resale - Nothing herein shall be construed to prevent either Party from providing a bulk power supply for resale purposes as defined in the Final Judgment dated August 19, 1971 in United States of America v. Florida Power Corporation and Tampa Electric Company, United States District for the Middle District of Florida, Case No. 68-297-Civ-T, regardless of where such other electric utility or Person may be located. Further, no other Section or provision of this Agreement shall be construed as applying to a bulk power supply for resale purposes as defined in the aforesaid Final Judgment.

Section 2.5 Service Areas of Other Utilities - This Agreement between CFEC and FPC does not constitute an agreement on or allocation of any geographic area that is currently being provided electric service by any other utility that is not a Party to this Agreement.

Section 2.6 Compensation for Customer Transfers and Facilities - Upon the transfer of any Customer or Customers listed on Exhibit "B", the transferring Party shall be paid compensation as hereinafter provided for both the customer and related service facilities as follows:

a. FPC shall pay CFEC in cash the amount established in this section, whereupon CFEC shall transfer the Customer, and the associated Service Facilities to FPC. CFEC shall pay FPC in cash the amount established in this section, whereupon FPC shall transfer the Customer, and the associated Service Facilities to CFEC. In the event either Party elects to purchase a Customer or Service Facilities under any provision of this Agreement, such Party shall purchase all the Service Facilities related to such Customer, and not just a part thereof, if desired by the transferring Party. Except for Transformers and Capacitors, it is the intent of the Parties that neither Party be required to retain facilities no longer useful to that Party which lies in the other Party's Territorial Area.

b. The total amount to be paid for the transfer of Service Facilities (in addition to the amount in Section 2.6(c) and Section 2.6(d) below for Customer transfer) shall be the sum of: (1) the replacement cost of the Service Facilities less straight line depreciation on a thirty (30) year life basis, (2) the cost of reintegrating the radial system of the transferring Party (including the cost of constructing facilities necessary to reintegrate the transferring Party's system both inside and outside the disconnected area(s) or location(s) except that the cost of providing dual source for areas remaining after transfer shall be the transferring utility's responsibility; and (3) other direct damage, if any, suffered by the transferring Party in such amounts as might be agreed upon by the Parties but shall not include

service reliability. The Parties agree that actual project documents will be used to establish construction requirements of given projects and the cost thereof.

c. The total amount to be paid for the transfer of a Customer shall be the product of (1) the Cost per Kilowatt Hour multiplied by (2) the Kilowatt Hours used for electric service for either the immediately preceding eighteen (18) - month period in which the account was served at the service location, or a eighteen (18) - month period annualized in the event of a lesser time period. In the case of a Customer who was not billed for any part of the immediately preceding eighteen (18) - month period, the amount to be paid for the transfer of such Customer shall be the transferor's prevailing monthly customer charge multiplied by eighteen (18).

When calculating the amount to be paid by CFEC to FPC for a Customer transfer, the Cost per Kilowatt Hour shall be based on FPC's applicable rate effective January 1 of the year of transfer for the Customer being transferred, excluding taxes, sales tax, public utility taxes, gross receipts taxes and franchise fees.

When calculating the amount to be paid by FPC to CFEC for a Customer transfer, the Cost per Kilowatt Hour shall be based on CFEC's applicable rate effective January 1 of the year of transfer for the Customer being transferred, excluding taxes, sales tax, public utility taxes, gross receipts taxes and franchise fees.

d. The total amount to be paid for street lights and security lights to be transferred shall be an amount equal to the

product of (1) the Cost per Kilowatt Hour of the transferring Party multiplied by (2) the average annual kilowatt hour usage of street light fixtures or security light fixtures of the size and capacity of those being transferred. Energy requirements for street lighting or security lighting accounts shall be based on standard engineering information provided by the parties for the specific size and type of lighting fixtures transferred.

Section 2.7 Time for Transfers - Notwithstanding any other provision of this agreement, the Parties hereto intend that all transfers of Customers subject to this agreement including New and Existing Customers be completed within five (5) years of the Effective Date hereof.

Section 2.8 Resolution by a Consulting Engineer - If after 60 days of receiving notice as to the amount of money required to pay for the transfer of any Customers, Transformers and Capacitors and related Service Facilities pursuant to Section 2.6, the Parties are unable to agree on the calculation of any payment, or are unable to agree as to any technical requirement of the contract, including any provision requiring conformance to sound and economical engineering and operating practices, the Parties shall agree upon and appoint a Consulting Engineer to resolve the dispute.

Section 2.9 Compensation of the Consulting Engineer - The compensation to be paid to the Consulting Engineer for services

rendered in connection with this Agreement shall be such fees and expenses as are usually applicable to services of a similar nature. The fees shall be determined by the Consulting Engineer in accordance with its usual practice and shall be paid by the Parties, each Party paying 50% of the cost of such services.

Section 2.10 Resolution by the Circuit Court - If the Parties are unable to agree on the calculation of any payment for facilities pursuant to Section 2.8, and if CFEC and FPC are unable to agree upon the selection of a Consulting Engineer within 90 days after receiving a written request by either Party for such selection, either CFEC or FPC may, after ten (10) days written notice to the other Party of its intent to do so, petition the Circuit Court of Levy County, Florida, to determine the payment required in Section 2.6. In the event one or both Parties shall petition such Circuit Court for resolution of a dispute as provided in this section, each Party shall pay the costs of its own legal representation, expert fees and costs of depositions of Parties or witnesses. Court costs shall be assessed equally against the Parties.

ARTICLE III
OPERATION AND MAINTENANCE

Section 3.1 Facilities to Remain - All generating plants, transmission lines, substations, distribution lines and related facilities now used by either Party in conjunction with their respective electric utility systems, and which are used directly or indirectly and are useful in serving customers in their respective service areas, shall be allowed to remain where situated and shall not be subject to removal hereunder except by the Party owning or using such facilities; PROVIDED, HOWEVER, that each Party shall operate and maintain said lines and facilities in such a manner as to minimize any interference with the operations of the other Party.

Section 3.2 Express Distribution Feeders - Either Party may erect and/or operate Express Distribution Feeders in the Territorial Area of the other Party; PROVIDED, HOWEVER, that the Party shall construct, operate and maintain said Express Distribution Feeders in a safe manner so as to minimize any interference with the operation of the other Party's facilities.

Section 3.3 Transmission Lines - Either Party may erect and/or operate Transmission Lines in the territorial area of the other Party; PROVIDED, HOWEVER, that the Party shall construct, operate

and maintain said Transmission Lines in a safe manner so as to minimize any interference with the operation of the other Party's facilities.

ARTICLE IV

PREREQUISITE APPROVAL

Section 4.1 Florida Public Service Commission - The provisions of this Agreement are subject to the regulatory authority of the Florida Public Service Commission, and appropriate approval by that body of the provisions of this Agreement shall be a prerequisite to the validity and applicability hereof and neither Party shall be bound hereunder until that approval has been obtained. Each Party irrevocably and unconditionally consents to and requests the Commission to approve this agreement. If approved by the Commission, the effective date of this agreement shall be the date of the Commission's order approving it. In addition, the Parties agree to jointly petition the Commission to resolve any dispute concerning the provisions of this agreement or the Parties' performance under this agreement.

Section 4.2 Liability in the Absence of Approval - In the event approval pursuant to Section 4.1 is not obtained, neither Party will have any cause of action against the other arising under this Agreement.

ARTICLE V

DURATION

Section 5.1 This Agreement shall continue and remain in effect until the earlier of: (a) twenty (20) years after Commission approval of this agreement, or (b) such time as the Commission or its successor with appropriate jurisdiction, by order, modifies or withdraws its approval of this Agreement after proper notice and hearing. The Parties recognize that the Commission or its successor, with appropriate jurisdiction, has continuing jurisdiction over this Agreement, and upon proper petition pursuant to Florida law, including but not limited to Sections 366.04(2)(d) and (e), Florida Statutes, may modify its order approving this Agreement.

Section 5.2 Annual Reports - On or before the first anniversary of the date that this Agreement is approved by the Commission, and annually thereafter, the Parties to this Agreement shall file a report with the Commission reporting on the status of the customers shown on Exhibit "B", in order that the Commission may monitor customer transfers during the transition period as provided in Section 2.3.

ARTICLE VI

CONSTRUCTION OF AGREEMENT

Section 6.1 Intent and Interpretation - The purpose and intent of this Agreement shall be, and this Agreement shall be interpreted and construed, to further the policy of the State of Florida to actively regulate and supervise the service areas of all electric utilities, to supervise the planning, development and maintenance of a coordinated electric power grid, to avoid the uneconomic duplication of generation, transmission and distribution facilities, and to encourage territorial agreements between and among electric utilities.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Negotiations - Regardless of any other terms or conditions that may have been discussed during the negotiations leading up to the execution of this Agreement, the only terms or conditions agreed upon are those set forth herein, and no alteration, modification, enlargement or supplement to this Agreement shall be binding upon either of the Parties hereto unless the same shall be in writing attached hereto, signed by both Parties, and approved by the Commission.

Section 7.2 Successors and Assigns; Benefit of Parties Only - Nothing in this Agreement expressed or implied is intended or shall

be construed to confer upon or give to any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding only upon the Parties hereto and their respective representatives, successors and assigns.

Section 7.3 Notices - Notices given hereunder shall be deemed to have been given to CFEC if mailed by Certified Mail, postage prepaid, to: General Manager, Central Florida Electric Cooperative, Inc., Post Office Box 9, Chiefland, Florida 32626; and to Florida Power Corporation if mailed by Certified Mail, postage prepaid, to: Patricia A. Brown, Registered Agent for Florida Power Corporation, or her successor, Legal Department, Florida Power Corporation, 3201 34th Street South, St. Petersburg, Florida 33711. Such address to which such notice shall be mailed may be, at any time, changed by designating such new address and giving notice thereof in writing in the manner as herein provided.

IN WITNESS WHEREOF, this Agreement has been caused to be executed in Triplicate by CFEC in its name by its President, and its Corporate Seal hereto affixed by the Secretary of the Cooperative, and by FPC in its name by its President or Vice President, and its Seal hereto affixed and attested by its Secretary or Assistant Secretary, on the day and year first above

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written; and one of said triplicate copies has been delivered to each of the Parties hereto.

CENTRAL FLORIDA ELECTRIC
ELECTRIC COOPERATIVE, INC.

ATTEST:

By: Arthur Pinner
Secretary: Arthur Pinner

By: Thomas Brookins
It's President: Thomas Brookins

ATTEST:

FLORIDA POWER CORPORATION

By: James T. [Signature]
Secretary or Assistant Secretary

By: Wayne C. Forehand
VICE PRES. / NO. FLA REGION (title)

APPROVED: Order No. _____
Florida Public Service Commission _____ Date

EXHIBIT "B"- CFEC TO FPC

CENTRAL FLORIDA ELECTRIC COOPERATIVE, INC.
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CITRUS COUNTY

<u>CONSUMER NAME</u>	<u>ACCOUNT NBR</u>	<u>MAP-NBR</u>
Thompson, Gladys B	2-3-287	L800-SE35-0032
Christie, Keith R	2-2-207	M800-0003-0001
Pastorino, Anthony	2-2-572	M800-0003-0009
Saunders, Earl	2-3-193	M800-0003-0011
Saunders, Earl N	2-3-489	M800-0003-0013
Cocke, John F	2-3-726	M800-0003-0015
Cocke, John F	2-3-739	M800-0003-0017
Bowen, Clyde	2-4-033	M800-0003-0028
Bell South Telephone	2-4-706	M800-0003-0036
Bowen, Helen M	2-5-072	M800-0003-0046
Conti, Ralph	2-5-195	M800-003A-0001
Travers, Leo	2-5-284	M800-003A-0003
Guirkin, Ruth E	2-5-425	M800-003A-0004
Fulmer, L Craig	2-2-584	M800-003A-0005
Fulmer, L Craig	2-2-632	M800-003A-0007
Fulmer, L Craig	2-5-445	M800-003A-0009
Dixon, Ralph E	2-4-926	M800-003A-0010
Hagan, Peggy A	2-5-120	M800-003A-0011
Fulmer, L Craig	2-2-210	M800-003A-0012
Fulmer, L Craig	2-5-520	M800-003A-0013
Fulmer, L Craig	2-2-352	M800-003A-0015
Fulmer, L Craig	2-2-353	M800-003A-0016
Fulmer, L Craig	2-2-633	M800-003A-0019
Fulmer, L Craig	2-2-634	M800-003A-0020
Lariscy, B L	2-2-640	M800-003A-0021
Fulmer, L Craig	2-2-653	M800-003A-0023
Beatty, Dolores	2-2-702	M800-003A-0025
Bowers, Ellie	2-2-729	M800-003A-0026
Blomquist, Karl	2-2-913	M800-003A-0027
Huntley, William E	2-2-914	M800-003A-0028
Fulmer, L Craig	2-2-947	M800-003A-0030
Atwood, Richard	2-2-978	M800-003A-0031
Fulmer, L Craig	2-3-086	M800-003A-0033
Cockerham, Penny	2-3-094	M800-003A-0034
Hobby, Richard	2-3-117	M800-003A-0037
Lee, Jimmie H	2-3-190	M800-003A-0041
Greenhow, James	2-3-204	M800-003A-0042
Noble, Willa G	2-3-204	M800-003A-0042
Hunt, Ruby A	2-3-251	M800-003A-0043
Sims, Monroe	2-3-252	M800-003A-0044
Bochat, Robert W	2-3-278	M800-003A-0046
Fulmer, L Craig	2-3-280	M800-003A-0048
Fulmer, L Craig	2-3-302	M800-003A-0052
Edwards, Robert S Sr	2-3-303	M800-003A-0053
Fulmer, L Craig	2-3-304	M800-003A-0054
Fulmer, L Craig	2-3-306	M800-003A-0056
Kuhn, Betty K	2-3-325	M800-003A-0057

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<u>CONSUMER NAME</u>	<u>ACCOUNT NBR</u>	<u>MAP-NBR</u>
Fulmer, L Craig	2-3-415	M800-003A-0060
Tyler, Charles S	2-3-416	M800-003A-0061
Fulmer, L Craig	2-3-417	M800-003A-0062
Gardner, Charles T III	2-3-418	M800-003A-0063
Burgio, P A	2-3-419	M800-003A-0064
Fulmer, L Craig	2-3-463	M800-003A-0067
Fulmer, L Craig	2-3-466	M800-003A-0069
Dees, Odis E Jr	2-3-467	M800-003A-0070
Orth, Karl J	2-3-486	M800-003A-0072
Walker, Della	2-3-487	M800-003A-0073
Webb, Virginia K	2-3-526	M800-003A-0074
Jean, Margaret	2-3-573	M800-003A-0076
Burke, Nancey	2-3-574	M800-003A-0077
Risher, Gene	2-3-717	M800-003A-0080
Fulmer, L Craig	2-3-746	M800-003A-0081
Fulmer, L Craig	2-3-752	M800-003A-0082
Murray, Lorraine	2-3-753	M800-003A-0083
Carson, James H	2-3-767	M800-003A-0084
Allen, Dawnn L	2-3-804	M800-003A-0085
Frizzell, William A	2-3-820	M800-003A-0086
Colson, Inez	2-3-822	M800-003A-0087
Robertson, Ronald R	2-3-854	M800-003A-0088
Marsh, Walter R	2-3-865	M800-003A-0089
Basden, Daniel	2-3-860	M800-003A-0090
Stephens, Philip	2-3-896	M800-003A-0092
Edwards Emerick R	2-3-902	M800-003A-0094
Lodder, Lorraine	2-3-903	M800-003A-0095
Lingle, Arlene	2-3-920	M800-003A-0096
Cruikshank, Ida	2-3-921	M800-003A-0097
List, Robert L	2-3-943	M800-003A-0098
Taylor, Zel	2-3-960	M800-003A-0099
LLoyd, Frederick	2-3-973	M800-003A-0101
David, Frank	2-3-974	M800-003A-0102
Dower, Clyde E	2-3-976	M800-003A-0103
Beasley, Karen	2-4-156	M800-003A-0107
Kolz, Robert	2-4-166	M800-003A-0108
Fulmer, L Craig	2-4-177	M800-003A-0109
Brisson, George E	2-4-193	M800-003A-0111
Butler, Lois	2-4-223	M800-003A-0112
Edwards, Margery	2-4-247	M800-003A-0113
Lloyd, Alden	2-4-251	M800-003A-0114
Petras, Frank W	2-4-320	M800-003A-0115
Green, Ernest	2-4-510	M800-003A-0118
Danielson, Richard A	2-4-514	M800-003A-0119
Tenpeny, Martha	2-4-585	M800-003A-0120
Fulmer, L Craig	2-4-603	M800-003A-0121
Pilcher, Connie	2-4-609	M800-003A-0122
Simoneaux, Marie M	2-4-612	M800-003A-0123
Davis, George	2-4-614	M800-003A-0124

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<u>CONSUMER NAME</u>	<u>ACCOUNT NBR</u>	<u>MAP-NBR</u>
Fulmer, L Craig	2-4-621	M800-003A-0125
Keene, Polly	2-4-622	M800-003A-0126
Prevatt, Cheryl	2-4-670	M800-003A-0127
Abbas, Violet M	2-4-691	M800-003A-0129
Johnson, Mary A	2-4-711	M800-003A-0130
Garvin, Helen G	2-4-715	M800-003A-0131
Wright, Ricky	2-4-719	M800-003A-0132
Owens, Ralph C	2-4-775	M800-003A-0133
Morford, Douglas	2-4-776	M800-003A-0134
Ebneter, Frances	2-4-915	M800-003A-0136
Best, Jeffrey T	2-5-067	M800-003A-0138
Ross, Edward M	2-5-082	M800-003A-0139
Gullett, Anthony B	2-5-094	M800-003A-0140
Tillman, Charles J	2-5-103	M800-003A-0142
Weil, Roger D	2-5-108	M800-003A-0143
Hennessy, Francis J	2-5-130	M800-003A-0145
Fulmer, L Craig	2-5-412	M800-003A-0147
Fulmer, L Craig	2-5-413	M800-003A-0148
Fulmer, L Craig	2-5-414	M800-003A-0149
Chester, V Lucille	2-5-148	M800-003A-0149
Fulmer, L Craig	2-5-415	M800-003A-0150
Fulmer, L Craig	2-5-416	M800-003A-0151
Fulmer, L Craig	2-5-417	M800-003A-0152
Mourfield, J H	2-2-971	M800-ONE4-0117
Mourfield, J H	2-3-162	M800-ONE4-0122
Hawthorne, Wayne B	2-4-109	M800-ONE4-0136
Hatcher, Charles	2-4-181	M800-ONE4-0138
Mourfield, J H	2-4-469	M800-ONE4-0144
Gay, Christie	2-2-974	M800-ONE5-0114
Langner, Otto R	2-4-471	M800-ONE5-0123
Braun, Andrew T	2-4-669	M800-ONE5-0125
Kirchhoff, Alfred	2-5-256	M800-ONE5-0129
Sturtevant, A C	2-2-635	M800-ONW4-0050
Neal, Donald A	2-4-593	M800-ONW4-0065
Merrick, James A	2-4-904	M800-ONW4-0067
Turman, Janet N	2-2-833	M800-ONW5-0012
Skipper, Paul	2-0-867	M800-ONW5-0130
Roberts, Gilbert	2-1-873	M800-ONW5-0149
Smith, Carolyn S	2-1-403	M800-ONW5-0158
Skipper, Paul	2-0-636	M800-ONW5-0160
Sullivan, Emory	2-2-006	M800-ONW5-0164
Dewillis, Walter Jr	2-2-820	M800-ONW5-0177
White, J G	2-2-544	M800-ONW5-0179
Miko, Charles R	2-2-688	M800-ONW5-0182
Phillips, Francis	2-3-176	M800-ONW5-0188
Schaller, Carol K	2-3-241	M800-ONW5-0189
Taylor, Dwain	2-3-317	M800-ONW5-0191
Skipper, Paul	2-3-457	M800-ONW5-0193
Owens, Christine	2-5-431	M800-ONW5-0217

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<u>CONSUMER NAME</u>	<u>ACCOUNT NBR</u>	<u>MAP-NBR</u>
Kenny, Tom J	2-3-589	M800-0SE1-0088
Rommel, Joseph A	2-1-707	M800-0SE2-0015
Rommel, Joseph A	2-1-708	M800-0SE2-0016
Hutchinson, David J	2-3-578	M800-0SE4-0001
Stinson, James	2-3-677	M800-0SE4-0002
Breining, Sherwood	2-3-684	M800-0SE4-0003
Isaacs, Mick	2-3-703	M800-0SE4-0004
Efaw, James W	2-2-547	M800-0SE4-0005
Cockerham, Penny	2-3-950	M800-0SE4-0007
Holtsclaw, Kimberly	2-3-950	M800-0SE4-0007
Hutchinson, W F	2-2-650	M800-0SE4-0008
Davis, Betty P	2-3-965	M800-0SE4-0009
Downing, S L	2-2-732	M800-0SE4-0011
McInturf, Beatrice	2-2-938	M800-0SE4-0013
Mcinturf, Beatrice	2-3-109	M800-0SE4-0015
Kyriakakis, Nicholas	2-4-056	M800-0SE4-0020
Walls, Deanna	2-4-096	M800-0SE4-0023
Miller, Jill A	2-4-118	M800-0SE4-0024
Layton, Robert	2-4-129	M800-0SE4-0025
Young, Janet M	2-4-149	M800-0SE4-0027
Maher, James M	2-4-150	M800-0SE4-0028
Hutchinson, Doris M	2-4-162	M800-0SE4-0029
Mielonen, Veikko	2-4-214	M800-0SE4-0030
Robbins, Pitt D Jr	2-4-256	M800-0SE4-0031
Touchton, Tommy	2-4-261	M800-0SE4-0032
Fouts, Wayne	2-4-291	M800-0SE4-0033
Collins, Venessia D	2-4-314	M800-0SE4-0034
Roberts, Catherine M	2-4-354	M800-0SE4-0035
Christman, Alan	2-4-440	M800-0SE4-0037
Fitzgerald, J W	2-4-441	M800-0SE4-0038
Hicks, Hazel P	2-4-751	M800-0SE4-0039
Wilson, William C	2-4-796	M800-0SE4-0040
Dumas, Dale E	2-5-324	M800-0SE4-0041
Sayers, William E	2-2-819	M800-OSW3-0002
Taylor, Sally L	2-2-824	M800-OSW3-0003
O'Quinn, Florene	2-2-188	M800-OSW3-0013
O'Neal, Doris A	2-2-864	M800-OSW3-0018
Butler, Irvin Sr	2-3-180	M800-OSW3-0040
Fulmer, L Craig	2-3-252	M800-OSW3-0044
Nesmith, Rufus H	2-3-268	M800-OSW3-0045
Saunders, Earl	2-3-456	M800-OSW3-0066
Johnson, Kam	2-3-465	M800-OSW3-0068
Miller, Sidney	2-3-701	M800-OSW3-0079
Rohrer, Robert	2-3-873	M800-OSW3-0091
Davison, John W Jr	2-3-898	M800-OSW3-0093
Miller, Lillie B	2-3-967	M800-OSW3-0100
DeWillis, Walter Jr	2-4-092	M800-OSW3-0105
Messina, Phillip	2-4-126	M800-OSW3-0106
Davis, James S	2-4-344	M800-OSW3-0116

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<u>CONSUMER NAME</u>	<u>ACCOUNT NBR</u>	<u>MAP-NBR</u>
Saklar, George	2-4-890	M800-OSW3-0135
Fulmer, L Craig	2-5-148	M800-OSW3-0146
Ross, Ralph R Jr	2-3-209	M800-OSW4-0002
Hall, Tracy L	2-2-548	M800-OSW4-0006
Young, Joe W	2-2-548	M800-OSW4-0006
Collins, Dianna	2-5-341	M800-OSW4-0008
Eitniear, James	2-2-651	M800-OSW4-0009
Stalhood, Dollie	2-3-395	M800-OSW4-0010
Cain, Lloyd	2-3-500	M800-OSW4-0011
Olson, Glenda	2-3-626	M800-OSW4-0013
Hughes, Sandy	2-3-586	M800-OSW4-0015
Lehman, Ronald A	2-3-755	M800-OSW4-0016
Moore, William F	2-3-758	M800-OSW4-0017
Muckenfuss, Julian A	2-3-164	M800-OSW4-0018
Rowe, Estil	2-3-791	M800-OSW4-0019
Broadhurst, Donna S	2-3-811	M800-OSW4-0020
Sanservino, Fabio	2-3-829	M800-OSW4-0021
Hughes, Timothy D	2-3-915	M800-OSW4-0024
Bernard, Leo W	2-4-075	M800-OSW4-0026
Bugg, Lyndell V	2-4-207	M800-OSW4-0027
Helms, Tom E	2-4-260	M800-OSW4-0028
Drawdy, David L	2-4-332	M800-OSW4-0029
Collins, Dianna	2-4-334	M800-OSW4-0030
Stalhood, Dollie	2-4-334	M800-OSW4-0030
Halley, Victor L	2-4-336	M800-OSW4-0031
Chapman, James L	2-4-533	M800-OSW4-0032
Watts, Sharon K	2-4-729	M800-OSW4-0033
Haire, Edward	2-4-760	M800-OSW4-0035
Nichols, Lelland D	2-4-789	M800-OSW4-0036
Walls, Deanna	2-4-859	M800-OSW4-0037
Green, Ernest L	2-5-116	M800-OSW4-0039
Kuhnen, Richard G	2-1-710	M800-NE12-0005
Collins, Edward	2-4-062	M800-NE12-0013
Drake, Bonnie J	2-4-899	M800-NE12-0019
Schlachter, Stewart	2-4-009	M800-NW12-0002
Adams, Mitchell E	2-4-143	M800-NW12-0003
Fales, Myron S Jr	2-4-153	M800-NW12-0004
Corp, Thomas E	2-4-508	M800-NW12-0006
Fales, Myron S Jr	2-5-112	M800-NW12-0008
Killion, H Patricia	2-5-444	M800-NW12-0019

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<u>CONSUMER NAME</u>	<u>ACCOUNT NBR</u>	<u>MAP-NBR</u>
Patel, Vinu	4-0-080	E600-0029-0001
Patel, Vinu	4-0-186	E600-0029-0003
Patel, Vinu	4-0-426	E600-0029-0006
Hutchinson, Tommy	4-1-610	E600-0029-0018
Paras, Alfred	4-2-640	E600-0033-0074
Booth, Mary Jane	4-2-945	E600-0033-0084
Emmons, Robert C	4-2-240	E600-NW33-0054
Wheeles, B L	4-2-525	E600-NW33-0063
Pawlek, John A	4-2-639	E600-NW33-0073
Watson, Ronald	4-0-089	E700-0029-0003
Watson, Ronald	4-0-081	E700-0029-0008
Watson, Ronald	4-1-386	E700-0029-0013
Asbell, Ruby E	4-0-077	E700-0032-0002
Jordan, Sallie	4-0-639	E700-0032-0004
Parker, Joe A	4-0-808	E700-0032-0008
Watson, Russell	4-0-700	E700-0033-0005
Jordan, Sallie	4-0-534	E700-0033-0006
Jordan, Dale	4-1-429	E700-0033-0008
Polk, Mosey G	4-1-272	E700-SW28-0005
Curry, Sammy	4-1-441	E700-SW28-0006
White Farms	4-0-230	F600-0023-0001
WLQH	4-0-196	F600-0023-0034
White Farms	4-2-823	F600-0023-0106
WLQH	4-3-693	F600-0023-0120
Hutchinson, W C	5-0-289	F700-0004-0002
Milos, George	4-0-072	F700-0005-0001
Connolly, Dennis	4-0-071	F700-0005-0002
Faircloth, D D Jr	4-0-049	F700-0005-0005
Matthews, George W	4-1-729	F700-0005-0019
Asbell, Ila W	4-0-054	F700-0008-0001
Swilley, C O	4-0-046	F700-0008-0002
Langford, Lance E	4-0-946	F700-0008-0006
Swilley, Sam Jr	4-2-953	F700-0008-0013
Asbell, Ila W	4-3-016	F700-0008-0014
Blankenship, Elizabeth M	5-0-290	F700-0009-0002
Graham, Kenneth A	5-0-191	F700-0009-0003
Graham, Kenneth	5-0-453	F700-0009-0005
Sullivan, David A	5-0-860	F700-0009-0008
Walley Custom Meats	5-1-372	F700-0009-0010
Graham, Jack	5-2-335	F700-0009-0012
Watson, Myron	5-2-449	F700-0009-0013
Graham, Jack K	5-2-593	F700-0009-0014
Watson, Myron	5-2-653	F700-0009-0015
Graham, W C Jr	5-0-431	F700-0016-0001
Graham, W C Jr	5-0-392	F700-0016-0002
Brookins, Thomas	5-0-391	F700-0016-0004

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<u>CONSUMER NAME</u>	<u>ACCOUNT NBR</u>	<u>MAP-NBR</u>
Graham, W C Jr	4-1-406	F700-0017-0009
Sache, Wesley J	4-2-098	F700-0017-0011
Brookins, Thomas	4-3-312	F700-0017-0014
Sache, Portia E	4-1-494	F700-0020-0024
Sache, Wesley	4-2-400	F700-0020-0037
Sache, Wesley	4-3-355	F700-0020-0043
Flanders, Felisha A	4-0-299	F700-0032-0008
Johnson, Dorothy L	4-0-608	F700-0032-0009
Micanopy Cable TV Inc	4-0-981	F700-0032-0013
Metzger, Harold M	6-0-600	F900-0003-0001
Metzger, Harold M	6-2-663	F900-0003-0003
Outler, Jason C Jr	6-0-390	F900-0004-0001
Outler, Jason C Jr	6-0-650	F900-0004-0002
Jackson, Roberta C	6-1-014	F900-0010-0004
Lancaster, Joseph H Jr	6-1-213	F900-0011-0002
Haldeman, Candace E	6-1-234	F900-0011-0003
Giambrone, Robert	6-1-244	F900-0011-0004
Hawkins, Gary	6-1-317	F900-0011-0006
Rockwell, Rodney A	6-1-397	F900-0011-0010
Beltz, Billy M	6-1-436	F900-0011-0013
Hawkins, Gary	6-1-460	F900-0011-0014
Beltz, Billy M	6-1-498	F900-0011-0015
Brennan, William H	6-1-783	F900-0011-0017
Kirchoff, C F	6-1-999	F900-0011-0019
Haldeman, Candace E	6-2-045	F900-0011-0020
Beltz, Billy M	6-2-140	F900-0011-0021
Beltz, Billy M	6-2-433	F900-0011-0022
Cerasani, Kenneth	5-0-728	F900-0012-0001
Cundiff, Ken	5-0-736	F900-0012-0002
Pisarri, Victor D	5-0-976	F900-0012-0003
Aslanian, Richard	5-1-080	F900-0012-0004
Meliti, Delphine	5-1-081	F900-0012-0005
Pisarri, Victor D	5-0-850	F900-0012-0008
Pisarri, Van	5-0-292	F900-0013-0001
Ryan, Luella M	5-1-449	F900-0013-0005
Ryan, Luella M	5-1-513	F900-0013-0007
Barry, Douglas E	5-1-610	F900-0013-0011
Gablehouse, Melinda M	5-1-692	F900-0013-0013
Barry, Douglas E	5-2-522	F900-0013-0016
Millard, Doris W	5-2-665	F900-0013-0017
Barry, Glenn D	5-2-833	F900-0013-0018
West, Stan	5-2-573	F900-0014-0001
Pisarri, Van	5-0-721	F900-0014-0002
Headrick, David	5-0-682	F900-0024-0005
Cleaver, Betty J	5-1-010	F900-0024-0010
Rivers, Lewis E	5-1-017	F900-0024-0017
Carter, Henry E	5-1-146	F900-SE13-0002
Miller, Harry Jr	5-1-256	F900-SE13-0003
Hintenlang, David F	5-1-376	F900-SE13-0004

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<u>CONSUMER NAME</u>	<u>ACCOUNT NBR</u>	<u>MAP-NBR</u>
Varner, Jeffrey M	5-1-471	F900-SE13-0006
Stewart, William P	5-1-524	F900-SE13-0008
Hintenlang, David E	5-1-546	F900-SE13-0010
Stripling, Dewayne R	5-1-671	F900-SE13-0012
Conner, Henry D	5-1-799	F900-SE13-0014
Conner, Henry D	5-1-856	F900-SE13-0015
Cleaver, Betty J	5-0-869	F900-SE24-0006
Spears, Darlene A	5-1-008	F900-SE24-0006
Cleaver, Betty J	5-1-009	F900-SE24-0009
Chaffee, Clifford	5-1-011	F900-SE24-0011
Avery, Roger	5-1-012	F900-SE24-0012
Miano, Joseph V	5-1-013	F900-SE24-0013
Fowler, Gordon H	5-1-014	F900-SE24-0014
Clough, Theodore A	5-1-015	F900-SE24-0015
Vincent, Irwin F	5-1-016	F900-SE24-0016
Rivers, Lewis E	5-1-018	F900-SE24-0018
Fowler, Courtney D	5-1-019	F900-SE24-0019
Loveland, Whitman	5-1-020	F900-SE24-0020
Cleaver, Betty J	5-1-021	F900-SE24-0021
Cleaver, Betty J	5-1-681	F900-SE24-0025
Simmons, Richard L	5-2-241	F900-SE24-0027
Walker, Shirley A	2-0-179	G100-0013-0002
Jenkins, Willie M	2-1-053	G100-0013-0003
Penny, Queen E	2-0-395	G100-0013-0004
Cox, James	2-0-303	G100-0013-0006
Cox, Samuel	2-4-959	G100-0013-0008
Fortner, Don W	2-4-520	G100-0020-0005
Fortner, Don W	2-2-357	G100-0020-0007
Fortner, Don W	2-3-188	G100-0020-0008
Hartley, Jessie	2-0-254	G100-0021-0003
Walker, Dale A	2-5-139	G100-0021-0011
Davis, Charles W	2-5-132	G100-0021-0017
Nunier, Colette J	2-0-450	G100-0022-0001
Mathews, Mary C	2-0-382	G100-0022-0003
Sandlin, Arthur	2-1-045	G100-0022-0004
Law, Frank	2-2-438	G100-0022-0006
Aylward, Dorothy M	2-4-688	G100-0022-0007
Dehgan, Bijan	2-4-753	G100-0022-0008
Hunter, Marie K	2-0-397	G100-0025-0002
Alltel Mobile	2-0-039	G100-0025-0010
King, Joe A	2-3-301	G100-0026-0001
Lovaas, Ann B	2-4-894	G100-0026-0002
Lovaas, Ann B	2-5-098	G100-0026-0004
Lovaas, Ann B	2-5-140	G100-0026-0005
King, Joe A	2-2-067	G100-0026-0006
Pralle, Robert J	2-1-478	G100-NE29-0001
Pralle, Robert J	2-3-510	G100-NE29-0004
Dunnellon State Bank	2-1-046	G100-NW26-0001
Mazur, Walter J	2-1-046	G100-NW26-0001

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<u>CONSUMER NAME</u>	<u>ACCOUNT NBR</u>	<u>MAP-NBR</u>
Perry, Carol	2-1-853	G100-NW26-0005
Sandlin, Margaret	2-2-088	G100-NW26-0007
King, Joe A	2-2-430	G100-NW26-0010
Sandlin, Margaret	2-2-884	G100-NW26-0014
Taylor, Clive R	2-5-234	G100-NW26-0029
Taylor, Clive R	2-5-239	G100-NW26-0030
Kordgien, Ernst	2-0-368	G100-SE21-0001
Davis, Charles W	2-5-159	G100-SE21-0002
Jeffus, Benny J	2-5-287	G100-SE21-0003
Davis, Charles W	2-5-400	G100-SE21-0004
Spann, Betty	2-2-064	G100-SE21-0005
Carney, Arthur	2-2-082	G100-SE21-0006
Walsh, Sandra	2-2-166	G100-SE21-0008
Inman, Katherine	2-4-896	G100-SE21-0013
Davis, Charles W	2-5-041	G100-SE21-0015
Davis, Charles W	2-5-042	G100-SE21-0016
Hemingway, Harrell Jr	5-0-798	G900-0018-0044
Green, Burgess L	5-1-787	G900-0018-0049
Hemingway, Harrell Jr	5-2-244	G900-0018-0057
Hancock, Jack	5-2-530	G900-0018-0062
Smith, Betty S	5-2-567	G900-0018-0063
Shelton, Lois J	5-2-575	G900-0022-0054
Moniz, Charles L	5-2-703	G900-0022-0056
Rader, Larry E	5-0-884	G900-0024-0012
Carter, Teresa	5-1-382	G900-0024-0029
Allnut, Stephen E	5-2-824	G900-0024-0079
Etheridge, Darryl	2-3-750	H100-0016-0002
Babbitt, Gene D	2-1-154	H100-0020-0004
Jackson, Charles B Jr	2-2-816	H100-0020-0013
Babbitt, Gene D	2-5-441	H100-0020-0018
Babbitt, Gene D	2-5-442	H100-0020-0019
Babbitt, Gene D	2-5-443	H100-0020-0020
Gillett, Shenetta R	2-1-080	H100-0028-0001
Mills, Rosemary	2-4-411	H100-0028-0004
Owens, Harold	2-3-720	H100-0029-0001
Bastanzi, John A Jr	2-4-066	H100-0029-0003
Edwards, Kathryn S	2-4-420	H100-0029-0004
Sprague, Samuel A	2-4-563	H100-0029-0005
McLean W H	2-4-763	H100-0029-0006
Mitchum, Mike	2-4-882	H100-0029-0008
Eschbach, Stephen L	2-4-985	H100-0029-0009
Griffin, Horace A	2-4-990	H100-0029-0010
Griffin, Horace Jr	2-5-050	H100-0029-0011
Griffin, Sherry K	2-5-200	H100-0029-0012
Glines, Ruth M	2-5-253	H100-0029-0013
Brooks, Jack A	2-5-468	H100-0029-0014
Graham, John J	2-4-262	H100-NW22-0021
Fazio, Mike	2-3-042	H900-0035-0001
Fazio, Mike	2-3-319	H900-0035-0002

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<u>CONSUMER NAME</u>	<u>ACCOUNT NBR</u>	<u>MAP-NBR</u>
Unanue, Ernesto R	2-3-294	H900-0036-0001
Heitfield, Edward C	2-3-297	H900-0036-0003
Vliet, David L	2-4-905	H900-0036-0005

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<u>CONSUMER NAME</u>	<u>ACCOUNT NBR</u>	<u>MAP-NBR</u>
McClendon, Josephine	5-0-596	G900-NW17-0001
Martin, W E	5-0-599	G900-NW17-0003
Powell, Eddie J	5-0-590	G900-NW17-0004
Jackson, Ethel	5-0-592	G900-NW17-0005
Prayer Temple Ch of God	5-0-587	G900-NW17-0008
Mongo, James	5-0-585	G900-NW17-0013
Williams, Wesley J	5-0-579	G900-NW17-0017
Mongo, Jerry L	5-0-232	G900-NW17-0024
Olavarria, Cecilio	5-0-034	G900-NW17-0027
Security Title Service	5-0-991	G900-NW17-0029
Strong, Doris D	5-1-508	G900-NW17-0032
Thomas, Jesse K Jr	5-1-697	G900-NW17-0034
Mongo, Jimmie L	5-1-850	G900-NW17-0035
Patterson, Mary	5-2-013	G900-NW17-0036
Strong, Doris D	5-2-393	G900-NW17-0037
Mitchem, Jackie	5-2-473	G900-NW17-0039
Weeks, Tony B	5-2-514	G900-NW17-0040
Lee, Valerie P	5-2-520	G900-NW17-0041
Blitch, Edwin O	5-0-517	G900-SW17-0001
O'Connor, Robert L	5-0-520	G900-SW17-0002
Cobb, Dogan S	5-0-118	G900-SW17-0004
Cobb, William C	5-0-332	G900-SW17-0007
Bennett, Rita A	5-0-904	G900-SW17-0009
Partin, Calvin	5-1-789	G900-SW17-0011
O'Conner, Robert L	5-2-735	G900-SW17-0012
New Sepulcher Ch of God	5-0-574	G900-NE17-0021
Mathis, Grace	5-1-791	G900-NE17-0067
Binder, Rena	5-1-685	G900-NE17-0065
Kuznik, Roger F	5-0-836	G900-NE17-0046

EXHIBIT "B" - FPC TO CFEC

Below are the Florida Power customers in Levy County who will be transferred to Central Florida Electric Cooperative in our territorial agreement:

Account No.	Name and Address
25-0315-1800-1	Francis, Dollie P. O. Box 998 Old Town, FL 32680
25-0919-1880-1	Parsons, Sankey P. O. Box 744 Bronson, FL 32621
25-0919-1900-9	Rains, Demps R. P. O. Box 1311 Trenton, FL 32693
25-1420-0250-5	Inactive
25-1420-0252-2	Kirksey, Robert P. O. Box 1219 Chiefland, FL 32626
25-1420-3200-7	Moore, Helen Rt. 4, Box 30 Chiefland, FL 32626
25-1420-3210-1	O'Leary, Thomas B. P. O. Box 2012 Chiefland, FL 32626
25-1420-3300-6	Scoggins Chev Old Inc. P. O. Box 920 Chiefland, FL 32626

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25-1420-4652-8	Inactive
25-1420-4653-7	Inactive
25-1420-4654-4	Burgess, Larry T. P. O. Box 1743 Chiefland, FL 32626
25-1420-4655-9	Sayre, Floyd E. P. O. Box 556 Trenton, FL 32693
25-1420-4656-4	Wilkerson, Lonnie R. Sr. P. O. Box 1722 Trenton, FL 32693
25-1420-4657-5	Sessano, Gilda 124 NW 14th Ave. No. 22 Chiefland, FL 32626
25-1420-4665-5	Inactive
25-1420-4900-6	Moore, Laura A. P. O. Box 327 Old Town, FL 32680
25-1420-4922-1	Chiefland Middle School P. O. Box 128 Bronson, FL 32621
25-1420-4928-2	Levy Bd. Pub. Inst. P. O. Drawer 129 Bronson, FL 32621
25-1420-5000-1	Etheridge, H. E. P. O. Box 202 Chiefland, FL 32626

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25-1426-5100-1	Hiers, Frederick E. P. O. Box 516 Chiefland, FL 32626
25-1426-5200-1	Holmes, Glyn Rt. 4, Box 170 Chiefland, FL 32626
25-1426-5300-1	Holmes, Glyn Rt. 4, Box 170 Chiefland, FL 32626
25-1432-3630-1	City of Chiefland P. O. Box 849 Chiefland, FL 32626
25-1433-3625-1	City of Chiefland P. O. Box 849 Chiefland, FL 32626
25-1926-0452-4	Jacobson, Donald R. P. O. Box 902 Trenton, FL 32693